

**CHANGES MADE IN THE NEW WRIS DATA SHARING AGREEMENT COMPARED TO THE FORMER WRIS
CONSOLIDATED DATA SHARING AGREEMENT**

Page	Type of Change	New Text	Former Text	Rationale for Change
1	Addition	<u>Under Section I. Purpose</u> <i>More specifically, the WRIS: 1) assists states... 3) supports research and evaluation efforts authorized under the terms of this Agreement.</i>	No former text—new language	Additional clarification of previously existing language/moving text from <u>Legal Authority Section</u>
1-2	Addition	<u>Under Section II. Legal Authority</u> <i>The legal authority to establish this agreement...completing their annual report. The authority...from Section 136(d) and Section 185 of the WIA.</i> <i>As required by the WIA, all data exchange activity conducted through the WRIS will be conducted in a manner consistent with both the Family Educational Rights and Privacy Act (FERPA) and with applicable State law. Further, the WRIS will be administered in accordance with Section 504(b) of the WIA, which...such programs.</i>	<i>The WRIS is a tool designed to facilitate the interstate exchange of wage data ... under the terms of this Agreement.</i> <i>“Pursuant to the Workforce Investment Act, all data exchanges associated with the Workforce Investment Act are to be conducted in a manner consistent with both the Family Educational Rights and Privacy Act and with applicable state law. The Workforce Investment Act also contains language that prohibits ... of such programs.”</i>	A more accurate description of the legal authority for the Agreement
2	Replacement	<u>Under Section III Parties to the</u>		Reordering of the parties is the result

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		<u>Agreement</u> <i>“ETA” is the Employment and Training Administration, United States Department of Labor...to allow the exchange of wage data through the WRIS.</i>	<i>“NASWA” is the National Association of State Workforce Agencies ... include all its employees and/or agents.</i>	of making the order consistent throughout the document/changes to reflect the change in the WRIS administrative entity
2	Switch	<u>Definitions</u> Section is now Section IV	<u>Definitions</u> Section was Section V	Allows for the definition of terms before they are used in the Agreement
4	Rewording	<u>Under Section IV. Definitions</u> C. <i>“Agreement” is this WRIS Data Sharing Agreement, including any amendments.</i> D. <i>“DDBI” is the Distributed Database Index, an index of all SSNs for which wages have been reported to participating states over a period of up to eight quarters. The DDBI contains three information items for each entry: SSN, quarter for which wages were reported, and the state that holds the wage record. Participating states continuously update the DDBI, in accordance with a schedule maintained by the Operations Contractor.</i> F. <i>“Family Educational Rights</i>	C. <i>“Agreement” includes the WRIS Data Sharing Agreement and any amendments...amending its terms.</i> D. <i>“DDBI” is the Distributed Database Index, a listing maintained by the Operations Contractor containing social security numbers for which associated wages have been reported by employer(s) for a covered period. Such SSNs are reported by participating SUIAs on a quarterly basis, are grouped by reporting state, and are used to identify a state(s) that has wage data on file for an individual who is the subject of a data request submitted to the WRIS by a participating PACIA.</i> F. <i>“Family Educational Rights and</i>	Provides clearer and more consistent definitions for the subject terms

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		<p><i>and Privacy Act (FERPA),” 20 USC 1232g, is a federal statute .. his/her educational records.</i></p> <p><i>G. “ICON” is the Interstate Communications Network...related program purposes. ICON is the infrastructure used by WRIS to allow for the exchange of WRIS data.</i></p> <p><i>Q. “WRIS” is the Wage Record Interchange System... for the purpose of assessing the performance of individual training providers and state employment and training programs; preparing and submitting reports to the USDOL regarding the performance of workforce investment programs and activities authorized under the WIA, or under other statutory provisions that are referenced in the WIA as authorizing programs identified as One-Stop partners; supporting research and evaluation efforts... allowed under law.</i></p>	<p><i>Privacy Act (FERPA)” is a federal statute..educational records. The Act is codified at 20 USCA 1232g.</i></p> <p><i>G. “ICON” is the Interstate Connections ..related program purposes.</i></p> <p><i>Q. “WRIS” is the Wage Record Interchange System.. reporting on state and local employment and training program performance, evaluating training provider performance...allowed under law.</i></p>	

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4	Switch	<u>Responsibilities of the Parties</u> Section is now Section V.	<u>Responsibilities of the Parties</u> Section was Section IV.	The result of moving the <u>Definitions</u> Section
4-5	Addition (see bolded text)	<p><u>Under Section V.</u> <u>Responsibilities of the Parties</u> A. <i>SUIAs shall be responsible for:</i></p> <p><i>1. Providing ETA...for the handling of such data as discussed in Section VII of this Agreement, and their obligation to comply with such standards and guidelines in carrying out their WRIS duties.</i></p> <p><i>3. Providing appropriate data to all other states participating in the WRIS by responding to Queries for Wage Data received through the WRIS Clearinghouse in a complete, timely, and accurate manner.</i></p> <p><i>4. Ensuring that internal security measures currently in place comply with the confidentiality provisions set forth in the Agreement, and 20 CFR Part 603, that are</i></p>	<p><i>3. Providing NASWA...for the handling of such data developed by NASWA, and their obligation to comply with such standards and guidelines in carrying out their WRIS duties</i></p> <p><i>1. Exchanging data with all other states participating in the WRIS by responding to Queries for UI wage data received through the WRIS Clearinghouse in a complete, timely, and accurate manner.</i></p> <p><i>2. Ensuring that internal security measures currently in place comply forth in the Agreement that are intended to prevent the unauthorized numbers obtained from PACIAs participating in the WRIS.</i></p>	<p>The reordering of the responsibilities is the result of organizing them to be in the same order for each party (to the extent they are applicable to a party)</p> <p>Reflects the change in the WRIS administrative entity</p> <p>Reflects the use of the term as defined in the <u>Definitions</u> Section</p> <p>Reflects the issuance of new UI confidentiality regulations</p>

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		<p><i>intended to prevent the unauthorized disclosure of SSNs obtained from PACIAs participating in the WRIS.</i></p> <p><i>5. Ensuring that their employees working with the WRIS comply with the standards and guidelines for the handling of such data as discussed in Section VII of this Agreement, as well as any additional rules established by the SUIA, that are consistent with 20 CFR Part 603, to protect the confidentiality of WRIS data.</i></p> <p><i>6. Cooperating with periodic program and confidentiality compliance reviews related to WRIS, as part of the regular program reviews conducted by ETA. This includes permitting site and record inspections related to WRIS during regular business hours by ETA and/or by representatives of other states participating in the WRIS.</i></p>	<p><i>4. Ensuring that their employees working with the WRIS comply with the Standards and Guidelines for the Handling of WRIS Data developed by NASWA as well as any additional rules established by the SUIA to protect the confidentiality of WRIS data.</i></p> <p><i>5. Cooperating with periodic financial, program, and confidentiality compliance audits by NASWA and permitting site and record inspections during regular business hours by NASWA and/or by representatives of other states participating in the WRIS.</i></p>	<p>Reflects changes in where the standards and guidelines for handling WRIS data are located and the issuance of new UI confidentiality regulations</p> <p>Reflects the change in the WRIS administrative entity/how confidentiality compliance reviews will be conducted</p>

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5	Renumbering, addition	<p><u>Under Section V. Responsibilities of the Parties for PACIA</u> <i>B. PACIAs shall be responsible for:</i></p> <p><i>1. Providing ETA with forms properly executed by all PACIA ... for the handling of such data as discussed in Section VII of this Agreement... their WRIS duties.</i></p> <p><i>3. Ensuring that their employees working with the WRIS comply with the standards and guidelines for the handling of Wage Data as discussed in Section VII of this Agreement, as well as any additional rules established by the PACIA, that are consistent with 20 CFR Part 603, to protect the confidentiality of WRIS data.</i></p> <p><i>4. Preparing Aggregate Statistical Data from Wage Data....by SSNs or names that would identify the individuals.</i></p> <p><i>5. Providing individuals with</i></p>	<p><i>5. Providing NASWA with forms properly executed by all PACIA ...e handling of such data developed by NASWA... their WRIS duties.</i></p> <p><i>2. Ensuring that their employees working with the WRIS comply with the Standards and Guidelines for the Handling of WRIS Data developed by NASWA as well as any additional rules established by the PACIA to protect the confidentiality of WRIS data.</i></p> <p><i>3. Preparing aggregate statistical reports...and for other purposes allowed under law.</i></p>	<p>The reordering of the responsibilities is the result of organizing them to be in the same order for each party (to the extent they are applicable to a party)</p> <p>Reflects the change in the WRIS administrative entity/change in where the standards and guidelines for handling WRIS data are located</p> <p>Reflects changes in where the standards and guidelines for handling WRIS data are located and the issuance of new UI confidentiality regulations</p> <p>Reflects the use of the term as defined in the <u>Definitions</u> Section</p>

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		<p><i>Aggregate Statistical Reports.....make informed training choices.</i></p> <p><i>6. Cooperating with periodic program and confidentiality compliance reviews related to WRIS, as part of the regular program reviews conducted by ETA. This includes permitting site and record inspections related to WRIS during regular business hours by ETA and/or by representatives of other states participating in the WRIS.</i></p>	<p><i>4. Providing individuals with consumer information ...specific training programs.</i></p> <p><i>6. Cooperating with periodic financial, program, and confidentiality compliance audits by NASWA and/or representatives of other states participating in the WRIS. Such audits may include, but not be limited to, site and record inspections. Site and record inspections shall be conducted during regular business hours except as otherwise agreed to by the PACIA.</i></p>	<p>Reflects the use of the term as defined in the <u>Definitions</u> Section</p> <p>Reflects the change in the WRIS administrative entity/how confidentiality compliance reviews will be conducted</p>
5-6	Addition	<p><u>Under Section V. Responsibilities of the Parties for ETA</u></p> <p><i>C. ETA shall be responsible for the overall administration and management of the WRIS, which shall include the following:</i></p> <p><i>1. Communicating with states...regarding the operation and value of the WRIS.</i></p> <p><i>6. Providing grant resources...between</i></p>	<p>Replaces NASWA's responsibilities; no former text—new language.</p>	<p>Reflects the change in the WRIS administrative entity. Most of these responsibilities are the same as those NASWA formerly had</p>

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		<i>participating states.</i>		
6-8	Addition Deletion	<p><u>Under Section VI. Operation of the WRIS</u> <i>The following describes how the WRIS operates, including how Requests for Wage Data are submitted and processed:</i></p> <p><i>A. The SUIA....established by the Operations Contractor.</i></p> <p><i>B. The data....by the Operations Contractor.</i></p> <p><i>C. A PACIA transmits..for the following purposes:</i></p> <ol style="list-style-type: none"> <i>1. To obtain Wage Data...(v) Chapter 41 of Title 38 of the United States Code;</i> <i>2. To allow the PACIA...under the Workforce Investment Act;</i> <i>3. To allow the PACIA... to such entity by the PACIA as Aggregate Data.</i> <i>4. To allow the PACIA... identified in subparagraphs</i> 	<p><i>Requests for wage data submitted from a participating state through the WRIS shall be processed in the following manner:</i></p> <p><i>A. The PACIA transmits a request ..assigned an identifier.</i></p> <p><i>D. The WRIS .. attached to the Request.</i></p> <p><i>E. Requests are periodically consolidated ..held by the same SUIA.</i></p> <p><i>F. The Clearinghouse transmits each Query to the SUIA for processing.. received by the WRIS Clearinghouse.</i></p> <p><i>G. SUIA(s) process Queries and create Replies containing wage data.</i></p> <p><i>H. A Reply with wage data is received from a SUIA. The source of the Reply is verified and the wage data is extracted from the</i></p>	<p>Provides for a more accurate description of the operation of the WRIS/reflects the change in the WRIS administrative entity/moves “operational” components from other parts of the former Agreement to the appropriate place/allows ETA to originate request for Wage Data for research and evaluation purposes, subject to the same process as state-originated requests</p>

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		<p><i>1 through 3 of this paragraph C;</i></p> <p><i>5. To obtain data for research and evaluation, subject to the limitations set forth below:</i></p> <p><i>a) The research and evaluation ...paragraph C of this subsection;</i></p> <p><i>b) There are no conditions...whose data are to be used for such purpose;</i></p> <p><i>c) A state that has elected to participate in research proposals shall share only its own data, and not any data obtained through the WRIS, for such purpose;</i></p> <p><i>d) All data for approved research purposes ... to the WRIS for this purpose.</i></p> <p><i>6. To allow the PACIAs.....by</i></p>	<p><i>Reply and temporarily stored.</i></p> <p><i>G. Unfilled Requests are compared with wage data received from the SUIA and if matches are found, wage data are sent to the Requesting PACIA in the form of a Result.</i></p> <p><i>H. Information in Results provided to the .. covered by the WRIS.</i></p> <p><i>I. The WRIS Clearinghouse keeps a copy of each ... removed from the WRIS Clearinghouse.</i></p> <p><i>J. The WRIS Clearinghouse provides NASWA with periodic reports detailing the volume of WRIS activity during the reporting period for NASWA's use in preparing reports for USDOL and participating WRIS states.</i></p>	

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		<p><i>the Secretary of Labor;</i></p> <p><i>7. As may be necessary to assist ETA with administering and managing the WRIS; and,</i></p> <p><i>8. As may be necessary to assist the Operations Contractor with operating and troubleshooting the WRIS.</i></p> <p><i>D. ETA may also obtain Wage Data for research and evaluation... section VI.</i></p> <p><i>E. Each Request is assigned an identifier by the WRIS Clearinghouse/Operations Contractor.</i></p> <p><i>F. The WRIS Clearinghouse makes an inquiry... attached to the Request.</i></p> <p><i>J. The source of the Reply is verified...temporarily stored.</i></p> <p><i>K. The WRIS Clearinghouse compares unfilled Requests ...in</i></p>		

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		<p><i>the form of a Result.</i></p> <p><i>M. The WRIS Clearinghouse only keeps a copy...be removed from the WRIS Clearinghouse.</i></p>		
11	Replacement Addition	<p><u>Under Section VII. Confidentiality/Restrictions on Use of Information</u></p> <p><i>C. ETA</i> <i>Replaces NASWA with ETA (pg 11, 12)</i></p> <p><i>2. ETA also shall not use any data...obtained from the WRIS.</i></p>	<p>B. NASWA</p> <p>No former text-new language</p>	<p>Reflects the change in the WRIS administrative entity</p>
9-11	Addition	<p><u>Under Section VII. Confidentiality/Restrictions on Use of Information</u></p> <p><i>Beyond the use of the DDBI for the processing of Requests.... in governing their handling of confidential information:</i></p> <p>A. SUIA</p> <p><i>1. No employee of the SUIA...to anyone outside the SUIA.</i></p> <p><i>2. The SUIA that receives a Query...set forth in Section VI .C. of this Agreement.</i></p>	<p>A. PACIA</p> <p><i>1. WRIS data may be requested and used by the PACIA.... enacted by the NASWA Board of Directors on February 27, 2006.)</i></p> <p><i>2. Notwithstanding the language</i></p>	<p>The reordering of the parties is the result of making the order consistent throughout the document</p> <p>Number of items condensed as a result of moving language about which programs requests can be responded to by a SUIA to <u>Section VI. Operation of the WRIS/item 10</u> added as result of the issuance of new UI confidentiality regulations</p>

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		<p><i>10. The SUIA shall ensure... the state's unemployment compensation grant.</i></p> <p>B. PACIA</p> <p><i>1. No employee of the PACIA may duplicate or disseminate Wage Data received from a SUIA, subject to the following exceptions:</i></p> <p style="padding-left: 40px;"><i>a) To other employees of the</i></p>	<p><i>of subparagraph...aggregating the results.</i></p> <p><i>(NOTE: The paragraph above includes amendments to the Consolidated WRIS Data Sharing Agreement enacted by the NASWA Board of Directors on February 27, 2006.)</i></p> <p><i>3. WRIS data may be requested...set forth in Section IX.</i></p> <p><i>4. Notwithstanding the language of subparagraph f....providing data for this purpose.</i></p> <p><i>5. No employee of the PACIA....except in the form of aggregate statistical reports.</i></p> <p>C. SUIA</p> <p><i>1. The SUIA shall timely submit to the Operations Contractor.... established by NASWA.</i></p> <p><i>2. The SUIA shall transmit wage data....NASWA Board of Directors on February 27, 2006.)</i></p>	<p>Number of items condensed as a result of moving language about which programs PACIAs can request data for to <u>Section VI. Operation of the WRIS</u></p>

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		<p><i>PACIA specifically authorized to receive such data; or</i></p> <p><i>b) To the Operations Contractor for the purpose of performing duties imposed upon them pursuant to the terms of this Agreement; or</i></p> <p><i>c) To auditors who are public employees seeking access to the information in the performance of their official duties; or</i></p> <p><i>d) In the form of reports to the Secretary of Labor containing individual records, provided</i></p>	<p><i>3. Notwithstanding the language of subparagraph (d) of paragraph 2 ... February 27, 2006.)</i></p> <p><i>4. Notwithstanding the language of subparagraphs d and g of paragraph 2 of this subsection... with the Amendment Procedure set forth in Section IX.</i></p> <p><i>5. Notwithstanding the language of subparagraph (f)... of paragraph 1 of this subsection.</i></p> <p><i>6. No employee of the SUIA...outside the SUIA.</i></p> <p><i>7. The SUIA that receives a WRIS Query...of this Agreement.</i></p> <p><i>15. The SUIA shall provide NASWA... in carrying out their WRIS duties.</i></p>	

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		<p><i>that such individual records are not accompanied by SSNs or names that would identify the individuals.</i></p> <p><i>Unless covered by one of the aforementioned exceptions...except in the form of Aggregate Statistical Reports.</i></p> <p><i>12. The PACIA shall respond to the Operations Contractor...for other operational purposes.</i></p> <p>C. ETA</p> <p><i>1. Access by ETA to Wage Data shall be limited to the access necessary for ETA to carry out its responsibility for overall administration and management of the WRIS, unless specifically...</i></p> <p><i>9. Wage Data obtained by ETA shall not be disclosed to third parties, except under court order</i></p>	<p>B. NASWA</p> <p><i>1. Access by NASWA to wage data shall be limited to that access necessary for NASWA to carry out its responsibility for overall administration...</i></p> <p><i>10. Wage data obtained by NASWA shall not be disclosed to third parties except in accordance with permissible disclosure parameters set forth in subparagraphs c and d</i></p>	<p>Reflects the change in the WRIS administrative entity/most items mirror those of NASWA in the former Agreement</p>

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		<i>or where required by federal law.</i>	<i>of Section VII(A)(1) of this Agreement.</i>	
12	Addition and Deletion	<p><u>Under Section VIII. Duration of Agreement</u> <i>This Agreement remains in effect in perpetuity, unless terminated. This Agreement may be terminated in one of the following ways:</i></p> <p><i>A. Upon mutual agreement of ETA and a participating state at any time;</i></p> <p><i>B. Unilaterally by any state...any other state or ETA.</i></p> <p><i>C. Unilaterally by ETA...specified date of termination.</i></p> <p><i>D. Notwithstanding the above, if either a state PACIA or SUIA should fail to properly perform or fulfill its obligations under this Agreement in a timely or proper manner, or should violate any term of this Agreement, ETA reserves the right to immediately suspend or terminate the participation of</i></p>	<p><i>This Agreement may be terminated upon mutual agreement of NASWA and a participating state or unilaterally by any state or NASWA provided that the terminating state serves the other parties with a written notice executed by representatives of both the PACIA(s) and the SUIA of its intention to terminate the Agreement at least sixty (60) days prior to the expected date of termination. Termination of this Agreement by any participating state shall not affect the continuing enforceability of this Agreement as to any other state or NASWA.</i></p> <p><i>Notwithstanding the above, if either a state PACIA or SUIA should fail to properly perform or fulfill its obligations under this Agreement in a timely or proper manner or should violate any term of this Agreement, the participation of the state in this Agreement may be suspended or terminated immediately by NASWA, upon written notice.</i></p>	Additional clarification of previously existing language/change from NASWA to ETA has a signatory/party to the Agreement

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		<i>the state in this Agreement, upon written notice...</i>		
13	Addition	<p><u>Under Section IX. Amendment of Agreement</u></p> <p>A. An amendment may be proposed in writing...proposing the amendment to ETA.</p> <p>B. ETA will e-mail the proposed amendment... for its consideration and review.</p> <p>C. The amendment will be considered by ETA...conflict with a state's law.</p> <p>D. ETA will make a preliminary decision...for another 30 days.</p> <p>E. Prior to the conclusion of the 30-day comment period...submission of a revised proposal.</p> <p>F. If no objections to the amendment are raised during the 30-day comment period or the conference cal... via ETA's website.</p> <p>G. If objections are raised</p>	<p><i>The Agreement may be amended in accordance with the following procedure:</i></p> <p>A. An amendment may be proposed in writing by a participating state, NASWA, or the Operations Contractor...to the NASWA Board for its consideration and review.</p> <p>B. The amendment shall be considered by the Board of NASWA or a committee designated by the Board for such purpose. The parties shall be informed of the disposition of any amendment that is considered by the Board.... Unless otherwise specified in the memorandum of determination, the amendment shall become effective as of its date of incorporation.</p>	Reflects the change in the WRIS administrative entity/change in the process of amending the Agreement

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		<p>during the 30-day comment period or the conference call...withdraw its proposal.</p> <p>H. The proposing party retains the right to withdraw its proposal at any time during the consideration process.</p>		
14	Rewording (see bolded text)	<p><u>Under Section X. Limitations on Liability</u> <i>To the extent permitted by applicable federal or state law, the parties to this Agreement shall be responsible for the acts and omissions of their own employees. A party shall not be held responsible for the misuse of Wage Data disclosed under this Agreement by another party or employee of another party to this Agreement.</i></p>	<p><i>To the extent permitted by applicable federal or state law, the parties shall be responsible for the acts and omissions of their own employees. The parties shall not be held responsible for the misuse of data disclosed under this Agreement by the other parties or employees of the other parties.</i></p>	Clarification of previously existing language
14	Addition (see bolded text)	<p><u>Under Section XI. Non-Discrimination</u> <i>The PACIA and SUIA agree, warrant, and assure that they will fully comply with the nondiscrimination and equal opportunity provisions set forth in Section 188 of the Workforce Investment Act and its implementing regulation at 29</i></p>	<p><i>The parties agree, warrant, and assure that they will fully comply with the opportunity provisions set forth in Section 188 of the Workforce Investment regulation at 29 CFR Part 37 in the performance of this Agreement.</i></p>	Clarification of previously existing language

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		<i>CFR Part 37 in the performance of this Agreement.</i>		
15	Replacement	<p><u>Under Section XV. Reciprocal Participation/Waiver of Separate Execution/Effect of Agreement</u> B. The PACIA and SUIA further acknowledge that ETA shall notify ...is notice shall be provided in accordance with Section XVI of this Agreement.</p>	<p><i>B. Such representatives further acknowledge that NASWA shall ... in accordance with Section XVI of this Agreement.</i></p>	Change to Section title/reflects the change in the WRIS administrative entity
16-17	Replacement	<p><u>Under Section XVI. Communications and Contacts</u> Replace NASWA with <i>ETA</i></p> <p><i>For ETA:</i> United States Department of Labor/<i>ETA</i> Office of Performance and Technology Attn: WRIS Administration 200 Constitution Avenue, NW S-5206 Washington, DC 20210 Phone: (202) 693-3420 Fax: (202) 693-3490 Email: wris@dol.gov</p> <p><i>The PACIA and SUIA will inform ETA of any changes in their contact information in a timely manner by sending corrected information to ETA at</i></p>	<p><i>For NASWA:</i> NASWA 444 North Capitol Street, NW Suite 142 Washington, DC 20001 Phone: 202/434-8020 Fax: 202/434-8033 Email: blangley@naswa.org</p> <p><i>The PACIA and SUIA shall be obligated to inform NASWA of any changes in their contact information in a timely manner by sending corrected information to NASWA at</i></p>	Reflects the change in the WRIS administrative entity

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		<p><i>the address set forth above. The PACIA and SUIA need not execute an amended WRIS Data Sharing Agreement to update or change the contact information contained herein. ETA will continue to send all WRIS information...of the facsimile transmission.</i></p>	<p><i>the address set forth above. The PACIA and SUIA need not execute an amended Data Sharing Agreement to update or change the contact information contained herein. However, NASWA will continue to send all WRIS information and notices to the individuals and the addresses listed above unless they receive a notice of a change in this regard.</i></p>	
18	Replacement	<p><u>Under Section XVIII. Effective Date of Agreement</u> <i>Employment and Training Administration</i></p> <p>By: _____ Title: _____ Date: _____</p>	<p><i>National Association of State Workforce Agencies</i></p> <p>By: _____ Title: _____ Date: _____</p>	<p>Reflects the change in the WRIS administrative entity/change from NASWA to ETA has a signatory/party to the Agreement</p>